

NOTICE LANGUAGE REQUIREMENTS IN THE TENANT PROTECTION ACT OF 2019 (AB 1482)

1. REQUIRED NOTICE LANGUAGE for tenancies in units that are EXEMPT from the Tenant Protection Act because the property meets the requirements detailed in Civil Code §§ 1947.12(d)(5) and 1946.2(e)(8). Specifically, this would be a “residential real property that is alienable separate from the title to any other dwelling unit” with no corporate ownership. *E.g. single-family home on its own parcel, condominium.*

The paragraph below should be included in any lease entered into after July 1, 2020. For existing tenancies, a notice with this paragraph should be provided to the tenant.

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

2. REQUIRED NOTICE LANGUAGE for tenancies in units that are NOT EXEMPT from the Tenant Protection Act.

- For tenancies existing prior to July 1, 2020, a notice with the language below must be given to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.
- For tenancies beginning or being renewed on or after July 1, 2020, language below must be included as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.
- The notice or lease provision shall be in no less than 12-point type, in the language the original contract was negotiated in, and shall include the following:

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

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